

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 34

SUPERIOR PLUS ENERGY SERVICES LLC

Employer

and

PLUMBERS AND PIPEFITTERS LOCAL NO. 777,
UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND
PIPEFITTING INDUSTRY OF THE UNITED
STATES AND CANADA

Petitioner

Case No. 34-RC-2370

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held before a hearing officer of the National Labor Relations Board.¹ Pursuant to Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned. Upon the entire record in this proceeding, and the briefs of the parties, I find that: the hearing officer's rulings are free from prejudicial error and are hereby affirmed; the Employer is engaged in commerce within the meaning of the Act; the labor organization involved claims to represent certain employees of the Employer; and a question affecting commerce exists concerning the representation of certain employees of the Employer.²

¹ The Employer objected to the hearing going forward on the ground that Teamsters Local 677 had not been notified, as an "interested party", of the instant proceeding. However, Petitioner's counsel, who also represents Teamsters Local 677, stated on the record that he had notified the Business Agent for Teamsters Local 677 of the instant proceeding and that they were fully aware of the hearing going forward. Accordingly, the Employer's objection is denied.

² At the outset of the hearing, the Employer moved to dismiss the petition on the ground that it was "premature", contending through its counsel that the Employer is contemplating the purchase of additional oil companies in Connecticut as well as the possible closure of certain existing Connecticut facilities. In light of the purely speculative and indefinite evidence proffered in support of these contentions, the Employer's Motion to Dismiss is denied. See *Witteaman Steel Mills, Inc.*, 253 NLRB 320 (1980); *Frolic Footwear, Inc.*, 180 NLRB 188 n.3 (1969).

The Petitioner seeks to represent a unit of approximately 21 full-time and regular part-time service technicians (herein called technicians) employed by the Employer at its Seymour and New Milford, Connecticut facilities. The Employer, contrary to the Petitioner, contends that a unit limited to the 21 technicians at the Seymour and New Milford facilities is not appropriate for purposes of collective bargaining. In this regard, the Employer would include, in addition to the 21 technicians at the New Milford and Seymour facilities, the 12 technicians at the Winsted facility, 3 technicians at the Cornwall facility, and 4 technicians at the Bloomfield facility, along with an unspecified number of oil delivery drivers (herein called drivers) located at each of its six facilities, two dispatchers (one in Seymour and one in Winsted), and one mechanic (located in Winsted). For the reasons set forth below, I find that a unit limited to the technicians at the New Milford and Seymour facilities is an appropriate unit for collective bargaining purposes.

I. FACTS

A. Background

The Employer is engaged in the delivery of oil, gas and propane to commercial and residential customers, and the installation and service of oil burners, propane heaters, air conditioning systems, and other energy-related equipment. On December 11, 2009, the Employer purchased the six facilities at issue in this case from Griffith Energy Services, Inc. Although not entirely clear, it appears that the Employer is headquartered in Calgary, Canada, and that it has recently purchased several energy-related companies in Pennsylvania, New York and New England.

There is some history of collective bargaining involving the Employer's predecessors. In this regard, on August 13, 2001, following a stipulated election, the Petitioner was certified in Case No. 34-RC-1907 as the representative of the technicians and drivers employed by Lindstedt Oil Company at its New Milford facility. Although Lindstedt Oil apparently operated some other facilities at that time, the record does not reflect anything regarding those other facilities, nor does it reflect whether Lindstedt's New Milford facility is the same New Milford facility at issue in the instant case. The record does reflect that Lindstedt and the Petitioner engaged in collective bargaining negotiations for approximately a two-year period following the certification, that no

agreement was ever reached, and that the Petitioner has made no efforts since that time to exercise its authority as the exclusive collective bargaining representative in the certified unit.

On April 11, 2007, a Certification of Results of Election issued in Case No. 34-RC-2206 in a stipulated unit of drivers, technicians, dispatchers and mechanics employed by Griffith Energy Services at its Winsted, Seymour, New Milford, Torrington, Newtown, Bloomfield and Unionville, Connecticut facilities. The petition in that case was filed by Teamsters Local 677.

On October 13, 2009, Teamsters Local 677 filed another petition in Case No. 34-RC-2345 seeking a unit of technicians and drivers limited to the Seymour and New Milford facilities, but that petition was subsequently withdrawn without prejudice the day before the scheduled hearing. At that time, Griffith was apparently operating under the name “Scasco”, which is the name of the employer on that petition. The record does not reflect whether Griffith and/or Scasco operated any or all of the other facilities currently in dispute at the time of that petition.

The Petitioner proffered evidence showing that it represents several bargaining units in the State of Connecticut that are limited to technicians. More specifically, the record reflects that the Petitioner has a collective bargaining agreement with Hoffman Fuel Company in Bridgeport that includes only licensed technicians, and a separate contract with Hoffman covering only licensed technicians at its Danbury facility. The Petitioner also represents a unit of licensed technicians at Petroleum Heat and Power Company at one of its Connecticut facilities.

B. The Employer’s Operations

Frederick Elliott is the Employer’s General Manager for its Connecticut and Rhode Island facilities.³ He has an office in both the Seymour and Winsted facilities, where he splits most of his working time, although he occasionally visits the other facilities. Although Elliott oversees the operations of all the facilities, there appear to be “branch managers” at some facilities, but the record does not reflect where or what they do. The record does reflect that there is a “service supervisor” (Ty Cole) located at the

³ There is one facility in Rhode Island. Neither party seeks to include any employees from that facility.

New Milford facility and a “service supervisor” (Bill Magna) located at the Seymour facility. They are both responsible for supervising the technicians assigned to both of those facilities. Chris Berthume is the “service supervisor” located at the Winsted facility, and he is also responsible for supervising the technicians located at the Bloomfield and Torrington facilities.⁴ The record does not reflect who supervises the three technicians assigned to the Cornwall facility. Chris Wood is the “driver supervisor” at the Winsted facility, and Joe Bouchard is the “driver supervisor” at the New Milford facility. The record does not reflect whether either Wood or Bouchard supervise drivers at any of the other facilities, nor does the record reflect who supervises the work of the dispatchers and the mechanic.

The six facilities are all located in the western portion of Connecticut, and they primarily service customers located from Hartford west to the New York State border, north to the Massachusetts border, and south towards the Long Island Sound. Seymour is the southernmost facility. New Milford is northwest of Seymour, and Winsted, Torrington, Cornwall, and Bloomfield are all located in the northerly portion of the State.⁵ The record reflects that the distance from Seymour to New Milford is 34 miles; from New Milford to Winsted is 37 miles; and from Winsted to Bloomfield is 31 miles. I also take administrative notice, based on an online “Mapquest” search, that the approximate distance from Seymour to Winsted is 40 miles; from Seymour to Torrington is 32 miles; from Seymour to Bloomfield is 44 miles; and from Seymour to Cornwall is 48 miles. In addition, the approximate distance from New Milford to Cornwall is 19 miles; from New Milford to Torrington is 24 miles; and from New Milford to Bloomfield is 49 miles.

Utilizing a map entered into evidence as Employer Ex. 1, the record reflects the following regarding the geographic area covered by each facility for the purposes of

⁴ There are presently no technicians assigned to the Torrington facility.

⁵ Technician Joe Dossantos testified that the Employer’s predecessor considered the Seymour and New Milford facilities as the “Southern Division”, with the remaining facilities constituting the “Northern Division”. Although the Seymour and New Milford facilities are the two southernmost facilities, and the remaining facilities are clearly in the northern part of the State, there is no other record evidence showing the existence of separate “divisions” under the Employer’s administrative structure. Moreover, Dossantos admitted that Fred Elliott oversees both “divisions”.

delivering oil, gas, and propane.⁶ The Bloomfield facility delivers to the area going north to Suffield, and south towards New Britain, Wethersfield, East Hartford, and Hartford. Winsted delivers north towards Hartland, Colebrook, and Norfolk, and west towards Salisbury. Cornwall delivers north towards Salisbury, and south towards Kent, Warren, and Washington. New Milford delivers north towards Washington and Kent, and south towards Danbury and Ridgefield. Finally, Seymour delivers north towards Watertown, Southington and Cheshire.

As noted above, the Employer performs two functions for its customers: the delivery of oil, propane and gasoline, and the installation and servicing of equipment that utilize those products, including oil and propane burners. Customer calls for both delivery and service are processed by “customer service representatives”, although the record does not reflect where they are located. In most but not all cases, the call will go to the facility that geographically services the customer’s area, and in most but not all cases the assignment for either oil delivery or service will be made to a driver or serviceman assigned to that facility. In this regard, the geographic location of the oil delivery is always a consideration because the Employer aims to have most deliveries made between 22 and 25 miles from a facility. Thus, it is not unusual for drivers to deliver product beyond the confines of the geographical jurisdiction of their facility, particularly regarding propane and gasoline, although the record does not reflect the frequency that such occurs. There is no evidence that the 22-25 mile delivery range applies to service calls, and although it is possible for service assignments to be made outside of a facility’s geographic area, the record does not reflect the frequency that such occurs. A common computerized database of all of the Employer’s customers is utilized for delivery, service and billing purposes.

For the delivery function, the Employer has delivery trucks physically located at each of its six facilities in Connecticut. The drivers report to their assigned facility each day, punch a time clock, deliver their assigned loads utilizing the trucks assigned to their facility, periodically return to their facility to re-fuel, and ultimately return to their facility at the end of their work day and punch out. Drivers can also be assigned deliveries by the

⁶ Propane is only delivered from Winsted, New Milford, and Seymour, and gas is only delivered from Winsted.

dispatcher in the course of the work day. As noted above, the record does not reflect the number of drivers employed by the Employer, although most of the drivers are assigned to the Winsted and Seymour facilities. There is no evidence that the drivers utilize any specialized equipment or tools in the course of their work.

In contrast, each technician is assigned a service van that they maintain in their possession at all times. Although not entirely clear, the van includes the tools and equipment necessary to the servicing of burners, such as electric meters, monometers, torches, box and pipe wrenches and wire cutters. Each morning they are contacted at home by a dispatcher who provides them with their service assignments for that day, and electronically “punch them in and out”.⁷ According to General Manager Elliott, the dispatch can come from either dispatcher, one of whom is located in Seymour and the other in Winsted. Technicians can also be given service assignments by the dispatcher in the course of the workday. The only time that technicians report to their assigned facility or a different facility is to pick up parts, particularly in preparation for equipment installations, or to attend employee meetings. There is no evidence that the technicians routinely return to their assigned facility or any other facility in the course of the work day. Other than meetings that are attended by all company employees, the frequency of which are not described in the record, the only work-related contacts between drivers and technicians involves those occasions where a customer has run out of oil. In those circumstances, a technician must be assigned to re-start the burner after the oil has been delivered by a driver. The record does not reflect how often this occurs or the nature or extent of the contact that would occur between the driver and the technician on those occasions. Any other potential contacts appear to be limited to the lunch/break rooms that are located at the Seymour, New Milford and Cornwall facilities. In this regard, any of the Employer’s employees can use those break rooms, including the drivers who typically pass through those facilities between 11:30 and 1:30 each day to eat their lunch. However, as a general rule, the technicians do not utilize the break rooms to eat their lunch.

⁷ At least one technician is also “on-call” at each facility outside of normal business hours. Presumably they would be contacted at home by the dispatcher for calls that must be handled outside of normal business hours. There is no evidence that drivers, dispatchers or the mechanic are “on-call” outside of normal business hours.

There is no evidence of any work related contacts between the technicians assigned to the Seymour and New Milford facilities and technicians assigned to the other four facilities. However, regular employee meetings at the Seymour and New Milford facilities consist only of technicians from those two facilities and, as noted above, the service supervisors assigned to New Milford and Seymour jointly supervise all of the technicians assigned to those two facilities, and do not supervise technicians assigned to any other facility. There is no evidence showing that any technician assigned to the Seymour or New Milford facilities have ever been dispatched to customers outside of the geographic area covered by the Seymour and New Milford facilities, nor is there any record evidence showing that any technician assigned to the Torrington, Winsted, Bloomfield, and Cornwall facilities have ever been dispatched to customers covered by the New Milford and Seymour facilities. However, there is also no record evidence showing that any technician assigned to the New Milford facility has been dispatched to customers covered by the Seymour facility, and vice versa.

The sole mechanic is located at the Winsted facility, where he performs routine repairs on the Employer's vehicles. Major repairs are contracted out. The record reflects that on one occasion during the past year, the mechanic came to the Seymour facility to repair two oil delivery trucks. Other than that one occasion, which was described by General Manager Elliott as "truly the exception", there is no evidence of the mechanic performing any work at any facility other than Winsted, nor does the record otherwise reflect the nature and extent of any work related contacts between the mechanic and any other employees of the Employer.

As noted above, there is a dispatcher located at the Winsted facility and the Seymour facility.⁸ When customers call in seeking an oil delivery or service work, the dispatchers utilize the Employer's computerized database to dispatch a driver or technician to perform the work.⁹ The dispatcher's goal is to dispatch a driver or technician who is both available and closest to the customer's location. For the most part, drivers or technicians assigned to a particular facility will service customers

⁸ The Employer stipulated that the dispatchers are not supervisors within the meaning of Section 2(11) of the Act.

⁹ The record does not reflect how the customer's call gets to the dispatcher, in light of Elliott's testimony that customer calls for oil or service are received by "customer service representatives."

covered by that facility's geographic area. Thus, the Winsted dispatcher primarily dispatches technicians to areas covered by Winsted's geographic area, and the Seymour dispatcher primarily dispatches technicians to areas covered by Seymour's geographic area. The record does not reflect which dispatcher covers oil and service calls covered by the geographic areas of the other facilities. The record also does not reflect how the dispatchers contact the drivers and technicians to communicate delivery and service assignments, the nature or extent of such communications, or any other work-related contacts. However, technician Joe Dossantos (who is assigned to the Seymour facility) testified that he receives all of his dispatches from the Seymour dispatcher, that he has never received a dispatch call from the Winsted dispatcher, and that he doesn't even know the Winsted dispatcher's name.

C. Terms and Conditions of Employment

All employees are subject to the same personnel policies and practices, including centralized hiring, discipline, promotions, and discharges. They also share common benefits such as health insurance, 401(k), and vacations. Drivers and technicians also wear the same uniforms. However, the record does not reflect the wage rates of any employee classification. The Employer also maintains a single "seniority" list covering all facilities and job classifications, with service dates established by either the employee's initial date of hire by the Employer or the initial date of hire by a company acquired by the Employer. The seniority list is used to determine vacation selection. All supplies, bulk oil, propane, and equipment, including delivery trucks and service vans, are centrally purchased by Elliott.

The only licensing requirement for a driver is possession of a "CDL" license issued by the State of Connecticut. According to the website for the State of Connecticut Department of Motor Vehicles, the requirements for obtaining a CDL license include the following: Connecticut driver's license, social security number, a physical exam within the past two years, and passing a general knowledge written exam and an on-the-road skills exam.

In contrast, technicians must possess a "trade license" issued by the State of Connecticut. In this regard, under State law, the Employer must have at least one technician who possesses an "S-1" license, which permits the holder of the license to do

all heating, piping and cooling work as defined by State law. The Employer currently has three technicians who possess an S-1 license. The remaining technicians possess either an S-2 or higher-numbered license or a B-2 or higher-numbered license. The S-2 or higher-numbered license requires 8000 hours of on-the-job training and 576 hours of school-rated instruction, and the B-2 or higher-numbered license (which is limited to servicing oil burners) requires 4000 hours of on-the-job training and 288 hours of school-rated instruction.

Several technicians possess CDL licenses, and one driver possesses an S-2 license. In this regard, the Employer paid for seven or eight drivers to get the necessary training and experience to secure a “trades license,” and each of them ultimately became technicians. Five of those technicians have performed driving duties for the Employer over the past 12 months. However, the record does not reflect the nature or extent of such occasions, other than that it only occurs in the “heat of the battle”, such as during snow storms. However, the one driver who possesses an S-2 license performs no service work for health-related reasons. The record also reflects the permanent transfer of two employees between facilities; one technician who worked in Seymour but who is now a “leadman” in Winsted, and another technician (Joe Dossantos) who formerly worked at the New Milford facility but who is now located at the Seymour facility. There are no licensing requirements to serve as a dispatcher, and the record does not reflect any special requirements to serve as a mechanic.

II. ANALYSIS AND CONCLUSION

A. Unit Composition

The Board has long recognized that there is no statutory requirement that a unit for collective bargaining be the most appropriate unit. Rather, the Act only requires that the unit sought be “an” appropriate unit. *Overnite Transportation Co.*, 322 NLRB 723 (1996). Therefore, a petitioner is not required to seek the “most” appropriate unit of employees, unless an otherwise appropriate unit does not exist. *P. Ballantine & Sons*, 141 NLRB 1103, 1107 (1963). The essential inquiry is whether a particular grouping of employees shares a community of duties and interests sufficiently distinct from other employees to warrant their establishment as a separate unit. In determining the appropriate unit, the Board has considered whether the petitioned-for employees are

organized into a separate department; have distinct skills and training; have distinct job functions and perform distinct work, including inquiry into the amount and type of job overlap between classifications; are functionally integrated with the employer's other employees; have frequent contact and interchange with other employees; have distinct terms and conditions of employment; and are separately supervised. *United Operations, Inc.*, 338 NLRB 123 (2002). See also *Kalamazoo Paper Box Co.*, 136 NLRB 134 (1962); *Franklin Mint Corp.*, 254 NLRB 714 (1981). Moreover, the Petitioner's desire as to the unit composition is a relevant, but not dispositive, factor. *Airco, Inc.*, 273 NLRB 348 (1984).

With particular regard to the petitioned-for unit, the Board has repeatedly found that service technicians employed by employers in the business of selling fuel oil and servicing related equipment such as oil burners constitute a separate appropriate unit for collective bargaining purposes. See *The Dahl Oil Co.*, 221 NLRB 1311 (1975); *R.L. Stott Co.*, 183 NLRB 884 (1970).

Based upon the forgoing and the record as a whole, I find that the Employer's technicians share a community of interests sufficiently distinct from the drivers, dispatchers and the mechanic to warrant their establishment as a separate unit. More particularly, I note that the technicians perform work requiring a degree of skill and training significantly different from and far greater than any of the other employees; are subject to separate immediate supervision; have working conditions that are significantly different from other employees because they have distinct job functions, utilize specialized equipment that is not utilized by any other employees, perform almost all of their work inside customer homes and businesses rather than at any of the Employer's facilities, and are regularly on-call outside their normal workday; have very few opportunities for any work-related contacts or interchange with other employees; and rarely perform any of the duties of the drivers, dispatchers, and the mechanic. See *The Dahl Oil Co.*, *supra*; *R.L. Stott Co.*, *supra*. I also note the undisputed evidence showing that several other fuel oil delivery and service companies in the State of Connecticut have separate technician units. See *Holiday Inn City Center*, 332 NLRB 1246, 1253 (2000); *Mirage Casino-Hotel*, 338 NLRB 529, 534 (2002). The fact that all employees are subject to common overall supervision, the same personnel practices

and procedures, and common benefits and seniority is insufficient to negate the propriety of a unit limited to the technicians. *United Operations, Inc.*, supra. Accordingly, I shall exclude the drivers, dispatchers and the mechanic from the petitioned-for unit.

B. Unit Scope

In determining whether a petitioned-for multifacility unit is appropriate, the Board evaluates the following factors: employee skills and duties; terms and conditions of employment; employee interchange; functional integration; geographic proximity; centralized control of management and supervision; and bargaining history. *Laboratory Corp. of America Holdings*, 341 NLRB 1079 (2004), and cases cited therein.

Based on the forgoing and the record as a whole, I find that a unit of technicians limited to the Seymour and New Milford facilities constitutes an appropriate unit for the purposes of collective bargaining. More particularly, the petitioned-for unit consists of employees subject to common immediate supervision that is not shared with any employees at the Employer's other facilities, and which constitutes a geographic cluster supporting a community of interest distinct from employees at the Employer's other facilities. See *Gray Drug Stores, Inc.*, 197 NLRB 924, 926 (1972); *See's Candy Shops, Inc.*, 202 NLRB 538 (1973); *Daytex, Inc.*, 201 NLRB 406 (1973). In this regard, I note that the service work performed out of the Seymour and New Milford facilities covers a distinct geographical grouping, i.e., the central to southern portion of the State, whereas the service work performed out of the Employer's other facilities strictly covers the geographic area in the northern part of the State. This is entirely consistent with the Employer's mode of operation, which is to assign work to technicians based primarily upon geographic proximity. In addition, the technicians assigned to the Seymour and New Milford facilities share common immediate supervision, their supervisors do not supervise any technicians at any other facility, and employee meetings at the Seymour and New Milford facilities are limited to technicians at those facilities. In contrast, there is no evidence of any work related contacts or interchange between technicians at the

Seymour and New Milford facilities and the other facilities, whereas at least one technician was transferred from New Milford to Seymour.¹⁰

Contrary to the Employer's contention, the history of collective bargaining involving the Employer's predecessors does not preclude the appropriateness of the petitioned-for unit. In this regard, the Board does not consider itself bound by a bargaining history resulting from consent elections in a unit stipulated by the parties rather than one determined by the Board. *Laboratory Corp. of America Holdings*, supra, at 1083. Thus, the Certifications that issued in Case Nos. 34-RC-1907 and 34-RC-2206, both of which involved stipulated units, are not binding in the instant matter, nor is the petition in Case No. 34-RC-2345 that was withdrawn shortly after it was filed. Moreover, the outstanding Certification of Representative in Case No. 34-RC-1907 involving a predecessor employer does not preclude the processing of the instant petition, inasmuch as no contract was ever reached in that unit, nor has the Petitioner sought to bargain with the Employer pursuant to that Certification. *See's Candy Shops, Inc.*, supra, at 539.

Finally, I note that no labor organization seeks to represent the sales employees in a broader unit than that requested by the Petitioner. *Mott's Shop Rite of Springfield, Inc.*, supra, at 173.

Accordingly, I find that the following employees of the Employer constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act.

All full-time and regular part-time service technicians employed by the Employer at its Seymour and New Milford, Connecticut facilities; but excluding delivery drivers, dispatchers, the mechanic, all other employees, and guards, professional employees and supervisors as defined in the Act.

¹⁰ I find *Clarian Health Partners, Inc.*, 344 NLRB 332 (2005), cited by the Employer in its post-hearing brief, to be inapposite to the facts in the instant case. In *Clarian*, the union sought a unit of skilled maintenance employees limited to two of three hospitals owned and operated by one entity. In rejecting the appropriateness of the petitioned-for unit, the Board emphasized that the skilled maintenance employees at all three facilities regularly shared common immediate supervision, and had regular work-related contact with each other through temporary assignments away from their permanently assigned hospital. The Board further emphasized the "close geographic proximity of all three hospitals". None of those factors exist in the instant case.

DIRECTION OF ELECTION

An election by secret ballot shall be conducted among the employees in the unit found appropriate herein at the time and place set forth in the notices of election to be issued subsequently.

Eligible to vote: those employees in the unit who were employed during the payroll period ending immediately preceding the date of this Decision, including employees who did not work during that period because they were in the military services of the United States, ill, on vacation, or temporarily laid off; and employees engaged in an economic strike which commenced less than 12 months before the election date and who retained their status as such during the eligibility period, and their replacements.

Ineligible to vote: employees who have quit or been discharged for cause since the designated payroll period; employees engaged in a strike who have been discharged for cause since the strike's commencement and who have not been rehired or reinstated before the election date; and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced.

The eligible employees shall vote whether or not they desire to be represented for collective bargaining purposes by Plumbers and Pipefitters Local No. 777, United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada.

To ensure that all eligible employees have the opportunity to be informed of the issues in the exercise of their statutory rights to vote, all parties to the election should have access to a list of voters and their addresses that may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *NLRB v. Wyman-Gordon Company*, 394 U.S. 759 (1969). Accordingly, it is hereby directed that within seven (7) days of the date of this Decision and Direction of Election, the Employer shall file with the undersigned, an eligibility list containing the *full* names and addresses of all the eligible voters. *North Macon Health Care Facility*, 315 NLRB 359 (1994). The undersigned shall make the list available to all parties to the election. In order to be timely filed, such list must be received in the Regional office, 280 Trumbull Street, 21st

Floor, Hartford, Connecticut 06103, on or before. No extension of time to file these lists shall be granted except in extraordinary circumstances. Failure to comply with this requirement shall be grounds for setting aside the election whenever proper objections are filed.

Right to Request Review

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, DC 20570, or electronically pursuant to the guidance that can be found under "E-gov" on the Board's web site at www.nlrb.gov. This request must be received by the Board in Washington by March 11, 2010.

Dated at Hartford, Connecticut this 25th day of February, 2010.

/s/ Jonathan Kreisberg _____
Jonathan Kreisberg, Regional Director
National Labor Relations Board
Region 34